

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (7-69)-Paid Up
With Pooling Provision

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of April, 2008, between **WDOP SUB II LP, Lessor**, whether one or more, whose address is 5429 LBJ Freeway, Suite 800, Dallas, Texas 75240, and **BRAXTON ACQUISITIONS, LLC, 3221 Collinsworth, Suite 210, Fort Worth, Texas 76107, Lessee**,

WITNESSETH:

1. Lessor, in consideration of Ten Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Tarrant, State of Texas, and is described as follows:

Legal Description: See Exhibit "A" attached and made a part hereto.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **29.50** acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **3** years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal **25.00%** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **25.00%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **25.00%** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee **25.00%** of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **25.00%** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be payable to Lessor at Lessor's address above, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Subject to the "no surface use" limitation of paragraph 15 in the Addendum, whenever used in this lease the word "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or

in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

See attached Addendum for additional provisions.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

Lessor's Name

WDOP SUB II LP, a Delaware limited partnership

By: WDOP Sub II GP LLC, a Delaware limited liability company,
its General Partner

By: TIO Milestone Parent LP, a Delaware limited partnership,
its Manager

By: TIO Milestone Parent GP LLC, a Delaware limited liability company,
its General Partner

By: TIO Milestone LP, a Delaware limited partnership,
its Manager

By: TIO SM Apartments GP, LLC,
a Delaware limited liability company,
its general partner

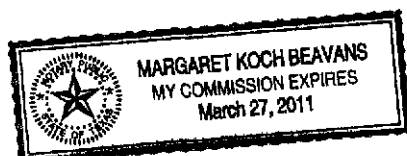
By: 
Christopher Phillips, Vice President

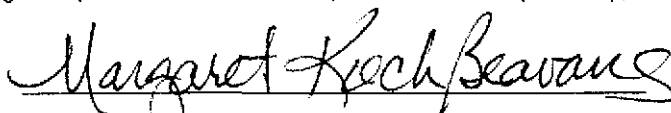
CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of April, 2008, by Chris Phillips, Vice President of TIO SM Apartments GP LLC, a Delaware limited liability company, the general partner of TIO Milestone LP, a Delaware limited partnership, the manager of TIO Milestone Parent GP LLC, a Delaware limited liability company, the general partner of TIO Milestone Parent LP, a Delaware limited partnership, the manager of WDOP Sub II GP, LLC, a Delaware limited liability company, the general partner of WDOP Sub II LP, a Delaware limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas

Notary's name (printed):

Notary's commission expires:

Lessor:

Braxton Acquisitions, LLC

WDOP SUB I LP, a Delaware limited partnership

By: WDOP Sub I GP LLC,
a Delaware limited liability company,
its General Partner

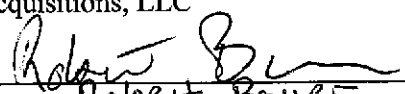
By: TIO Milestone Parent LP,
a Delaware limited partnership, its Manager

By: TIO Milestone Parent GP LLC, a Delaware limited liability company,
its General Partner

By: TIO Milestone LP, a Delaware limited partnership,
its Manager

By: TIO SM Apartments GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Christopher Phillips, Vice President


Name: Robert Bauer
Title: president

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED April 14, 2008 BETWEEN, WDOP SUB II LP, AS LESSOR, AND BRAXTON ACQUISITIONS, LLC, AS LESSEE, COVERING 29.50, ACRES OF LAND, MORE OR LESS, OUT OF THE D. STRICKLAND SURVEY, ABSTRACT NO. 1376, IN TARRANT COUNTY, TEXAS.

12. At the expiration of three (3) years after the primary term of this lease (as the same may be extended pursuant to any paragraph hereof) or at the end of the extended period of continuous development provided below, whichever is later, this lease shall terminate SAVE AND EXCEPT for 1) eighty (80) acres of land surrounding each producing oil well; six hundred and forty (640) acres of land surrounding each producing or commercial shut-in gas well producing or capable of producing gas in paying or commercial quantities, or 2) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas or any successor agency, or other governmental authority having jurisdiction. If a part of the lands covered hereby are included in a pooled unit or units on which a producing well or wells capable of producing in commercial quantities is located then the lease shall terminate as set forth above SAVE AND EXCEPT for that part of the lands covered hereby which are included in such unit, and further SAVE AND EXCEPT for the rights granted by this lease in and to the oil and gas and constituent hydrocarbons in and under each such excepted tract from the surface of the ground to a depth of 100 feet below the stratigraphic equivalent of the base of the deepest zone or horizon producing or capable of producing. Each such tract shall be in as near the form of a square or rectangle as practicable with the well located thereon being a sufficient distance from the boundary lines of such tract as to comply with the rules and regulations of the Railroad Commission of Texas and shall conform, as near as practicable, with the lease lines; provided, however, if, on the date(s) the partial release(s) called for herein becomes effective, Lessee is then engaged in the actual drilling of a well in search of oil or gas on the land covered hereby or pooled herewith or has drilled a well thereon within a period of ninety (90) days prior to the expiration of such period, then the provisions of this paragraph shall not be applicable until a period of more than one hundred and twenty (120) days elapses between the termination of drilling or reworking operations on a well and the actual commencement of drilling or reworking operations on a subsequent well on the lands covered hereby or lands pooled therewith.

It is further provided that if Lessee shall, in the conduct of drilling operations hereunder after the expiration of the primary term, commence operations for the drilling of any next succeeding well within less than the time interval specified for same in the provisions of this paragraph, and thus speeds up the development of the leased premises, Lessee shall have credit in time for such accelerated development and Lessee may, subsequently in the conduct of drilling operations, take advantage of such credit in time on a cumulative basis, and thus extend the time for the commencement of operation for the drilling of any subsequent well or wells required to be drilled under the terms of this paragraph in order to prevent termination of this lease and the limitation provisions hereof shall be extended accordingly. Lessee shall notify Lessor promptly after the happening thereof, in writing, of the date of commencement of operations of the drilling of each well on the leased premises, the date of termination of drilling operations of each well as defined in this lease, and also the time of credit claimed by Lessee, if any, in connection with each succeeding well. If Lessee shall fail to so notify Lessor as above provided, Lessee shall not be entitled to any credit in time for accelerated development as provided herein. The foregoing provision with respect to accumulation of time assumes that only one well will be drilled at a time, but in the event that Lessee may undertake the drilling of two or more wells at the same time, allowance for time will be made for the drilling of each said well to the end that Lessee shall receive credit for time accumulated for each well drilled with like effect as if each of said wells had been drilling consecutively.

Following expiration of such period or periods of time hereinabove provided for, Lessee shall execute and deliver said written release, releasing all portions of this lease not then so developed. The acreage retained under this lease as to each producing unit, as hereinabove provided, shall be selected by Lessee in a contiguous form of a square or in another shape conforming as close as possible to square and contiguous acreage, except as modified by boundary lines of leased premises.

Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom and it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as same continue to be used for the development of and operations on such portions of this lease as continued in force and effect.

13. Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, losses and causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements caused by operations conducted hereunder by Lessee, its agents, employees, servants, contractors or any person acting under its direction or contract. Further, neither Lessor nor surface owner shall ever be liable for any claims, demands, costs, expenses, damages, losses and causes of action or suits for damages because of injury to persons or property arising out of acts or omissions of Lessee, its agents, employees, servants, contractors, or any person acting under its direction and control in the conduct of operations hereunder on said lands.

14. All notices required to be given under the terms of this lease shall be given to the following persons who are designated Lessor's and Lessee's respective agents:

TO LESSEE:

Braxton Acquisitions, LLC
3221 Collinsworth, Suite 210
Fort Worth, Texas 76107

ATTENTION: Land Department

TO LESSOR:

WDOP SUB II LP
5429 LBJ Freeway, Suite 800
Dallas, Texas 75240

ATTENTION: Legal Department

15. **Notwithstanding any other provisions contained herein to the contrary, no surface operations (for drilling purposes, access or other operations) will be conducted on the "Leased Premises"** however, Lessee may produce oil, gas and other minerals from the leased premises by directional drilling from a surface location on other lands or by exercising the rights set forth in Paragraph 6 above, but, notwithstanding any other provisions of this lease, Lessee agrees that the subsurface easement shall commence at and continue below the depth of one hundred feet (100'). Lessor will, however, allow seismic operations to be conducted on the "Leased Premises"; provided such operations are not disruptive to Lessor's operations or other tenants on the "Leased Premises".

16. **Force Majeure.** If Lessee, after effort made in good faith, is prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations or from producing oil or gas by reason of rebellion, riots, acts of God, or any rule or regulation of governmental authority in force and effect as of the date of this Lease, then while so prevented Lessee's obligation to comply with the covenant shall be suspended, Lessee shall not be liable in damages for failure to comply therewith, and this Lease shall be extended while and so long as Lessee is so prevented; provided, however, that nothing contained in this Lease shall be construed to suspend the payment of bonuses or royalties (including shut-in royalties), and further provided that this Lease shall in no event be extended under the terms of this Paragraph for a period longer than Two (2) years. None of the provisions of this Paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed Sixty (60) days in any event) after occurrence of the claimed event above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

17. Either party hereto may from time to time designate in writing a different address or agent for the giving of any notice hereunder.

18. It is hereby understood and agreed by and between Lessor and Lessee that at any time during the final year of the primary term as described in paragraph 2, Lessee may, at Lessee's option, extend the primary term for an additional term of two (2) years by paying to Lessor the amount equal to the original bonus amount.

19. In the event that the Lessee's underground or seismic operations cause actual damages to the surface of the Lessor's property, Lessee hereby agrees to pay Lessor the actual cost of such damages, including, without limitation, any attorney's fees or other expenses as well as any third party damages, claims or fines suffered by Lessor. Lessee agrees to pay for damages to Lessor's property, which will include any damages to buildings, fences, roads, parking lots, and to the actual surface of the property.

20. Lessee agrees to comply with any state or local statutes, rules, regulations or ordinances now or hereafter in effect relating to Lessee's operations.

EXHIBIT A
LEGAL DESCRIPTION

Site 50 – Parks at Treepoint

Tract I

Being a tract of land in the D. Strickland Survey, Abstract No. 1376, Tarrant County, Texas and being part of Lot 2R, Block 3, Treepoint, an addition to the City of Arlington, Tarrant County, Texas, the amended plat recorded in Cabinet A, Slide 4079, Plat Records of Tarrant County, Texas and being more particularly described as follows:

Beginning at a ½" iron rod found for corner, said corner being the Southeast corner of Lot 1, Block 3, Treepoint addition and being on the North line of Georgetown Commons, Section Two, an addition to the City of Arlington and recorded in Cabinet A, Slide 3627, Plat Records of Tarrant County, Texas;

THENCE: North 00 degrees 23 minutes 45 seconds West with the East line of Lot 1, Block 3, Treepoint addition 633.79 feet to a ½" iron rod found for corner on the South line of Treepoint Drive (70 feet wide) and the Northeast corner of Lot 1, Block 3, Treepoint addition;

THENCE: North 89 degrees 36 minutes 15 seconds East with the South line of Treepoint Drive 360.00 feet to a 5/8" iron rod found for corner and being the Point of Curvature of a Non-Tangent curve to the right having a Central Angle of 09 degrees 19 minutes 17 seconds, a Radius of 2830.00 feet and a Long Chord bearing South 85 degrees 53 minutes 47 seconds East 459.90 feet;

THENCE: In a Southeasterly direction with the South line of Treepoint Drive and said curve 460.41 feet to a ½" iron rod found for corner and being the Northwest corner of Lot 2R, Block 3, Treepoint addition, an addition to the City of Arlington and recorded in Cabinet A, Slide 4079, Plat Records of Tarrant County, Texas;

THENCE: South 00 degrees 23 minutes 45 seconds East with the West line of Lot 2R, Block 3, Treepoint 605.70 feet to a ½" iron rod for corner on the North line of Georgetown Commons Section Two;

THENCE: South 89 degrees 41 minutes 30 seconds West with the North line of Georgetown Commons, Section Two 613.55 feet to a ½" iron rod found for corner;

THENCE: North 88 degrees 21 minutes 29 seconds West with the North line of Georgetown Commons, Section Two 196.69 feet to the Point of Beginning and containing 11.784 acres or 513,316 square feet of land.

Tract II

BEING a tract of land in the D. Strickland Survey, Abstract No. 1376, Tarrant County, Texas, and being part of Lot 2R, Block 3, Treepoint, an addition to the City of Arlington and recorded in Cabinet A, Slide 4079, Plat Records of Tarrant County, Texas, and being more particularly described as follows:

Beginning at a ½ inch iron rod found for corner at the intersection of the south line of Treepoint Drive (70 feet wide) and the west line of Southpoint Drive (60 feet wide), said corner being the northeast corner of said Lot 2R;

THENCE South 23 degrees 42 minutes 28 seconds West with the west line of Southpoint Drive, 197.39 feet to a ½ inch iron rod found for corner and the point of curvature of a circular curve to the left having a central angle of 24

degrees 00 minutes 57 seconds, a radius of 430.00 feet and a long chord bearing South 11 degrees 42 minutes West, 178.95 feet;

THENCE in a southwesterly direction with the west line of Southpoint Drive and the said curve, 180.24 feet to a ½ inch iron rod found for corner and the point of tangency of said curve;

THENCE South 00 degrees 18 minutes 30 seconds East with the west line of Southpoint Drive, 52.80 feet to a ½ inch iron rod found for corner and being the southeast corner of Lot 2R and being on the north line of Georgetown Commons Section Two, an addition to the City of Arlington, and recorded in Cabinet A, Slide 3627, Plat Records of Tarrant County, Texas;

THENCE South 89 degrees 41 minutes 30 seconds West with the south line of Lot 2R, the south line of Treepoint Addition and the north line of George Commons, Section Two, 560.00 feet to a ½ inch iron rod found for corner;

THENCE North 00 degrees 23 minutes 45 seconds West, 605.70 feet to a 5/8 inch iron rod found for corner on the south line of Treepoint Drive, said corner being on a non-tangent curve to the right having a central angle of 14 degrees 20 minutes 40 seconds, a radius of 2830.00 feet and a long chord bearing 74 degrees 04 minutes 19 seconds East, 706.60 feet;

THENCE in a southeasterly direction with the south line of Treepoint Drive and with said curve 708.52 feet to the POINT OF BEGINNING and containing a computed area of 7.397 acres of land.

AND BEING the same property shown on that certain survey prepared by Land Surveys of Texas, certified to by Harold W. Robertson, RPLS No. 1403 of Land Surveys of Texas, dated February 14, 2005 ("survey").

Tract III

BEING all of that tract of land described in instrument recorded in Volume 14233, Page 0155 of the Deed Records of Tarrant County, Texas, being situated in the David Strickland Survey, Abstract 1376, and being all of Lot 2R, Block 2, of the revised plat, Treepoint Addition, an addition to the City of Arlington, Texas, as recorded in Volume 388-156, Page 53, Plat Records of Tarrant County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with "Dunaway & Associates" cap for the southeast corner of the aforementioned Lot 2R, Treepoint Addition, said point also being on the platted northerly right of way line of Treepoint Drive (70' R.O.W.), the radius point being situated South 14 degrees 00 minutes 35 seconds West, a distance of 2,900.00 feet;

Thence Northwesterly with said right of way of Treepoint Drive, through a curve to the left having a central angle of 10 degrees 36 minutes 18 seconds, an arc distance of 536.77 feet to a ½ inch iron rod found with "Huitt-Zollars" cap for a corner;



THE CAFFEY GROUP LLC
309 WEST 7TH ST #400

FT WORTH TX 76102

Submitter: THE CAFFEY GROUP LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/10/2008 07:10 AM
Instrument #: D208216987
LSE 9 PGS \$44.00

By: _____



D208216987

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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